

## Chapter 3      RESPONSIBILITIES OF THE A/E

### A. General

This Chapter defines the broad responsibilities of the A/E as they pertain to the contract.

### B. Responsibilities of the A/E

#### 1. Quality of Work.

##### a. Quality Assurance Plan.

The A/E shall develop and maintain a Quality Assurance Plan throughout the duration of the project. The plan shall include an explanation of the management approach to execution of the project which addresses coordination between consultants, a plan for quality control, organizational responsibility of team members and individuals with primary project responsibility. This plan is subject to approval by FD&CC and may be corrected to address FD&CC comments.

In addition, this plan shall specifically include:

- The names and license numbers of individuals, by discipline, under whose professional direction the design was completed.
- The names of individuals, by discipline, who will/have completed quality assurance review for the design.
- The names of individuals who will/have completed coordination checks between specifications and drawings.
- The names of individuals who will/have completed coordination checks between design disciplines for both drawings and specifications.

Collectively, these individuals shall be designated the A/E's Quality Assurance Team (QAT) and shall, at each design milestone, certify they have completed their respective quality reviews.

##### b. FD&CC Review.

The work of the A/E will be reviewed by FD&CC to the extent necessary to assure compliance with life safety, public law, authorized scope limitations, customer requirements, and cost limitations.

*FD&CC WILL NOT UNDERTAKE A DETAILED TECHNICAL REVIEW OF THE A/E'S WORK.*

It is the responsibility of the A/E, acting in a professional capacity, to ensure accuracy, completeness, and correctness of the design, cost estimates, and all engineering concepts and details of the work, including the coordination of the various architectural, civil, structural,

mechanical, electrical disciplines, and other subdivisions thereof with each other and with the specifications.

*THE A/E ASSUMES FULL RESPONSIBILITY FOR THE TECHNICAL ACCURACY AND PROFESSIONAL ADEQUACY OF ALL WORK WHICH HE PRESENTS OVER HIS SIGNATURE. THE A/E SHALL ASSIGN COMPETENT ARCHITECTS AND ENGINEERS, EXPERIENCED IN THEIR RESPECTIVE DISCIPLINES, TO THE VARIOUS PARTS OF THE WORK TO ENSURE ALL ELEMENTS ARE DESIGNED CORRECTLY AND IN ACCORDANCE WITH THE BEST ARCHITECTURAL AND ENGINEERING PRACTICES. ERRORS AND/OR DEFICIENCIES IN THE A/E'S WORK SHALL BE CORRECTED OR REVISED BY THE A/E AT NO ADDITIONAL COST.*

All final drawings and specifications intended for construction shall be signed and stamped by a licensed professional architect or engineer, as applicable.

During the bidding and construction phases, the A/E shall prepare amendments to the construction documents (and cost estimates, if required) as necessary to interpret and clarify the documents and to correct errors and omissions. The A/E shall prepare amendments in accordance with Chapter 5 at no additional fee.

## **2. Scope Limitations.**

The A/E shall design the Project in accordance with the Scope Limitations and Project Description in the Statement of Work. The scope of any feature may not be exceeded without written approval of the EIC. Minor deviations in the scope of supporting items may be made to suit field conditions.

## **3. Changes in Scope.**

The A/E shall not deviate from the authorized Scope without written approval of the Contracting Officer.

*IN NO CASE SHALL CHANGES IN SCOPE BE MADE AT THE CUSTOMER/UNIT LEVEL. THE A/E'S RESPONSIBILITY IS DIRECTLY TO THE CONTRACTING OFFICER AND ANY REQUESTED DEVIATION FROM THE SCOPE OR ELABORATIONS WITHIN THE SCOPE MUST BE BROUGHT TO THE ATTENTION OF THE CONTRACTING OFFICER FOR RESOLUTION.*

During the progress of the work, the A/E may expect minor changes in criteria within the general scope of the project and should make necessary adjustments accordingly after they have been approved in writing by both the EIC and KO. Should MAJOR changes in the Scope be authorized, appropriate modification to the A/E contract will be negotiated in accordance with the "Changes - Fixed Price" clause of the contract.

#### **4. Cost Limitations.**

In accordance with FAR 52.236-22 the A/E must design to the Estimated Cost of Construction Price (ECCP) set forth in the SOW. During design, the A/E shall continually monitor the construction costs and shall immediately notify the Contracting Officer in writing if it becomes evident that the project will exceed, or is likely to exceed, the ECCP. The A/E is to support such findings with cost information and provide suggestions as to cost reduction measures. If the acceptable low bid for construction exceeds the ECCP FD&CC may require the A/E to redesign the project to bring it within the construction cost limitation, at no additional cost to the Government.

It is also the responsibility of the A/E to design the Project for the lowest life cycle cost, including construction costs and accumulated maintenance and operating costs.

The A/E shall structure the construction contract documents so as to have a base bid which maximizes chances of awarding the construction contract within the funds available, includes all essential features necessary to satisfy the Project requirements and provides a complete and usable facility. Additive bid items shall be included, as appropriate, to provide the complete scope of the Project. See Chapter 5 for additional information on the bid structure and the use of additive bid items.

When bids or proposals for the construction contract are received that exceed the ECCP the A/E shall perform such redesign and other services as necessary to permit contract award within the funding limitation *at no additional cost to the Government*.

#### **5. Conformance to Criteria and Submission Standards.**

All work shall be in accordance with this Publication and other criteria, instructions, technical guides, and guide specifications, as listed in the SOW. Deviations constitute a contract change and may only be authorized by the Contracting Officer.

#### **6. A/E Project Manager.**

One individual of the A/E Firm shall be designated as Project Manager. The Project Manager shall be fully cognizant of the requirements of the A/E Contract, performance schedule and contents of this publication. The Project Manager will work directly with the assigned EIC, who will furnish any design guidance necessary for the successful execution of the work.

#### **7. Poor Performance/Resubmittal Policy.**

If the KO determines that a design submittal is unacceptable, thus necessitating a resubmittal, the A/E may be required to send representatives to FD&CC, at no additional cost to the Government, to resolve the problems with the design and prepare the resubmittal.

## 8. Error and Negligent Performance.

Neither FD&CC's review, approval or acceptance of, nor payment for, the services required, nor any action arising out of the performance of the design contract, shall be construed to operate as a waiver of any rights under the design contract. The A/E shall be liable to the Government for any and all damages caused by the A/E's negligent performance of any of the services furnished.

Per F.A.R. Clause 36.608, Design errors or omissions, which result in damages or extra cost to the Government, will be evaluated for potential A/E financial liability. If the Government determines that the A/E is financially liable for a design deficiency, the A/E will be so advised by official correspondence. FD&CC will actively pursue reimbursement of costs incurred by the Government as a result of the A/E's errors and/or negligent performance. The preferred method of settlement of A/E financial liability is for the A/E to accept responsibility and negotiate directly with the Contractor. Where the A/E cannot reach an agreement with the Contractor or if the A/E declines to negotiate or accept responsibility, FD&CC will arrange settlement directly with the Contractor and will bill the A/E appropriately.

### D. Document Ownership

Under the clause "Drawings and Other Data to Become Property of Government" of the Contract Clauses, the ownership of all designs, drawings, specifications, notes, calculations, and other work is vested in the Government.

### E. Performance Evaluations

FD&CC will prepare A/E performance evaluations for all Design and Engineering Service Contracts. A/E performance will be rated as either excellent, average, or poor taking into consideration such things as technical quality, coordination of design documents, cost effectiveness, maintaining project schedules, cooperation, etc. Incomplete submissions, late submissions or resubmissions will have significant adverse impact on an A/E's performance evaluation.

#### 1. Design Phase Evaluation.

Immediately upon completion of final design, or engineering services, the EIC will evaluate the A/E performance on the services rendered. Standard Form 1421, "Performance Evaluation (Architect-Engineer)", is used for this purpose (See copy at the end of this chapter). A copy is maintained at FD&CC and with the agency database for a period of six years. The A/E will be notified in writing if a "Poor" rating is proposed, or if the A/E is not recommended for future contracts, and will be allowed an opportunity to meet with appropriate personnel at FD&CC to discuss the rating and possible corrective actions. The A/E's response will be taken into consideration when finalizing the evaluation. If the final evaluation is still "Poor", it will be attached to the final evaluation form. The A/E will also be notified in writing if an "Excellent" rating is earned.

**2. Interim Performance Evaluations.**

Interim performance evaluations may be prepared and used to advise A/E's of their performance during the execution of a contract, as considered appropriate by the Contracting Officer.

**3. Post Construction Evaluations.**

Within 90 days after beneficial occupancy of the facilities constructed, the PM will submit an evaluation of the performance and effectiveness of the A/E prepared contract documents. This evaluation, also on Standard Form DD 1421, is maintained in the A/E Contract and Qualification Data File and Agency database.

**4. Affect on Future Selection.**

Performance evaluations are available to future selection boards and will be considered when subsequent A/E selections are made. Furthermore, copies of evaluations are available for the use of other Federal design and construction agencies in selecting A/Es for their design contracts.

**F. Release of Information**

**1. Clearance.**

Before any information concerning a project under design or construction is released for publication or public speeches, the A/E shall contact the contracting office to obtain a clearance and release.

**2. Interpretation of Drawings and Specifications.**

At no time will the A/E render an interpretation of the drawings and specifications without following contract procedures.

For information regarding procedures during the bid period see Chapter 5.

For information regarding procedures after contract award see Chapter 11.

**3. Military Security Requirements.**

All classified projects are to be accomplished in accordance with appropriate clauses of the FAR, which will be added to the contract when applicable, and other supplemental security requirements as imposed by the Unit.

**4. Public Information Act:**

The Public Information Act, 5 USC 522, as amended, requires the release of records held by Government Agencies or Offices when requested by interested parties, unless such records are

covered by one of the "exemptions" listed in the law. The FAR provides guidance on handling requests for records and exemptions under this Act.

The A/E is advised that the Public Information Act applies to the data provided during negotiations. Therefore, in the event an A/E wishes their cost and pricing data to be privileged and exempt from public release, FD&CC should be advised in writing and each page containing such data should be appropriately marked.

However, F.A.R. 24.202(a) provides that the Government shall not make a proposal to any person unless the proposal is set forth or incorporated by reference in the resulting contract.

# **PERFORMANCE EVALUATION (ARCHITECT - ENGINEER)**

1. PROJECT NUMBER

2. CONTRACT NUMBER

**IMPORTANT:** Be sure to complete performance section on page 2. If additional space is necessary for any item, use remarks section on page 2.

3. TYPE OF REPORT (Check one)

☐ INTERIM    
 ☐ COMPLETION OF DESIGN OR STUDY    
 ☐ COMPLETION OF CONSTRUCTION    
 ☐ TERMINATION

4. REPORT NUMBER

5. DATE OF REPORT

6. NAME AND ADDRESS OF CONTRACTOR

7. PROJECT DESCRIPTION AND LOCATION

## 8. OFFICE RESPONSIBLE FOR:

A. SELECTION OF CONTRACTOR

B. NEGOTIATION/AWARD OF CONTRACT

C. ADMINISTRATION OF CONTRACT

## 9. CONTRACT DATA

A. TYPE OF WORK

B. TYPE OF CONTRACT

☐ FIXED-PRICE

☐ OTHER (Specify)

☐ COST-REIMBURSEMENT

C. PROJECT COMPLEXITY

☐ DIFFICULT     ☐ ROUTINE

☐ SIMPLE

D. PROFESSIONAL SERVICES CONTRACT

INITIAL FEE

AMENDMENTS

CLAIMS BY CONTRACTOR

TOTAL FEE

NO.

AMOUNT

NO.

AMOUNT

\$

\$

\$

\$

E. DATE CONTRACT AWARDED

F. CONTRACT COMPLETION DATE (Including extensions)

G. ACTUAL COMPLETION DATE OF CONTRACT

## 10. KEY CONSULTANT DATA

A. NAMES

B. ADDRESS

C. SPECIALTY

11. CONSTRUCTION COSTS

A. INITIAL ESTIMATE

B. AWARD

C. ACTUAL

\$

\$

\$

12. CONSTRUCTION CHANGES AND DEFICIENCIES

NUMBER

TOTAL

A. CONSTRUCTION CHANGES

\$

B. CONSTRUCTION CHANGES RESULTING FROM DEFICIENCIES IN A-E PERFORMANCE

\$

C. DEFICIENCIES PAID FOR BY A-E

\$

D. DEFICIENCIES PAID FOR BY GOVERNMENT

\$

13. OVERALL RATING

☐ EXCELLENT

☐ AVERAGE

☐ POOR

14. RECOMMENDED FOR FUTURE CONTRACTS?

☐ YES

☐ NO (If "NO", explain in remarks on Page 2)

15A. NAME AND TITLE OF RATING OFFICIAL

16A. NAME AND TITLE OF REVIEWING OFFICIAL

15B. SIGNATURE

15C. DATE

16B. SIGNATURE

16C. DATE

SN 7540-01-155-3244

1421-101

STANDARD FORM 1421 (10-83)  
Prescribed by GSA  
FAR (45 CFR) 53.236-2(d)

# PERFORMANCE

STAGES OF SERVICES (As applicable)				NOT APPLICABLE	RATING FACTORS/RATINGS								RATED BY	
					ACCURACY	COMPLETENESS	COOPERATION	COORDINATION	MANAGEMENT	MEETING SCHEDULE	PERSONNEL ABILITY	WORK QUALITY	CODE LEGEND	
CONCEPTS	SCHEDULE (Mo., day, yr.)	FROM	TO	ARCH.										SIGNATURE AND DATE
				STRUC.										
	ACTUAL (Mo., day, yr.)	FROM	TO	MECH.										
				ELEC.										
TENTATIVES	SCHEDULE (Mo., day, yr.)	FROM	TO	ARCH.										SIGNATURE AND DATE
				STRUC.										
	ACTUAL (Mo., day, yr.)	FROM	TO	MECH.										
				ELEC.										
WORKING DRAWINGS	SCHEDULE (Mo., day, yr.)	FROM	TO	ARCH.										SIGNATURE AND DATE
				STRUC.										
	ACTUAL (Mo., day, yr.)	FROM	TO	MECH.										
				ELEC.										
ESTIMATES				A/S										SIGNATURE AND DATE
				M/E										
CRITICAL PATH METHOD				PRE-AWARD										SIGNATURE AND DATE
				POST AWARD										
POST CONSTRUCTION CONTRACT SERVICES				SHOP DWGS.										SIGNATURE AND DATE
				MANUALS										
INSPECTION				FIELD										SIGNATURE AND DATE
				OFFICE										
SOLICITATION DOCUMENTS														SIGNATURE AND DATE

MARKS